



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Request for Proposal and Authorize Advertising for Bids for Concession Operations at Lodi Lake Park

MEETING DATE: February 21, 2001

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: That the City Council approve the attached Request for Proposal and authorize advertising for bids for concession operations at Lodi Lake Park.

BACKGROUND INFORMATION: Periodically, the Parks and Recreation Department solicits proposals for concession operations at Lodi Lake Park. The most recent agreement expired December 31, 2000. The concession operations consist of the sale of food and beverages to patrons of Lodi Lake Park.

Selection of concessionaire will be based on highest percentage of return from gross sales as well as experience and reputation of the concessionaire.

Deadline for submitting proposals will be March 21, 2001.

FUNDING: None

A handwritten signature in cursive script, reading "Roger Baltz".

Roger Baltz
Parks and Recreation Director

cc: City Attorney
Purchasing Agent

APPROVED: _____

A handwritten signature in cursive script, reading "H. Dixon Flynn".

H. Dixon Flynn -- City Manager

02/12/01

NOTICE INVITING PROPOSALS

Concession Operations at Lodi Lake Park

The City of Lodi hereby invites sealed proposals for the operation of a food cart concession at Lodi Lake Park in the City of Lodi during the period beginning May 1, 2001 and ending September 30, 2003.

Each proposal shall be in accordance with this notice and specifications on file with and available from the Purchasing Officer, City of Lodi, 212 West Pine Street, Lodi, California 95240, (209) 333-6777. No proposal will be considered unless it is submitted on a proposal form provided by the City of Lodi.

Said sealed proposals shall be delivered to the Purchasing Officer, City of Lodi, 212 West Pine Street, Lodi, CA 95240, (P.O. Box 3006, Lodi, CA 95241-1910), at or before

11:00 a.m. Wednesday, March 21, 2001.

On that date and hour said sealed proposals will be publicly opened and read in the Public Works Conference Room, City Hall 221 West Pine Street, Lodi.

The City of Lodi reserves the right to reject any or all proposals, to waive any informality in any proposal, to accept other than the high proposal, or not to award on the basis of proposals received.

Reference is hereby made to said specifications for further details, which specifications and this notice shall be considered part of any contract made pursuant thereto.

CITY OF LODI
Joel E. Harris
Purchasing Officer

CITY OF LODI
DEPARTMENT OF PARKS AND RECREATION
REQUEST FOR PROPOSALS FOR
CONCESSION OPERATIONS
AT LODI LAKE PARK

Area to be Serviced:

Lodi Lake Park, 1301 West Turner Road, Lodi, CA

Agreement Duration:

May 1, 2001 through September 30, 2003

General Provisions:

That the City of Lodi Parks and Recreation Department deems it desirable for the proper conduct and operation of food and beverage concessions at Lodi Lake Park, that concession privileges be granted to a private individual, partnership, or corporation;

And that the award of the contract for the proper conduct and operation of said food and beverage concession be made to the highest and most responsible vendor fully and properly responding to this request for proposals;

And that the successful vendor shall be bound by and required to perform those duties, and will receive the benefits, as described by and set forth in the Agreement attached hereto.

Information and Instructions:

The contract for the proper conduct and operation of the food and beverage concession will be awarded to the vendor who in the opinion of the City of Lodi is best qualified to perform the duties and obligations and render the services set forth in the attached agreement. The successful vendor shall be chosen on the basis of, but not limited to, the following information which each vendor must supply in his or her proposal:

1. The percentage of gross sales, after sales taxes, to be paid to the City of Lodi (minimum acceptable percentage is 10%);
2. Experience, background and ability to perform and provide a successful concession operation;
3. Financial condition and bondability;
4. Quality and variety of products and services offered;
5. References.

In order to be considered, proposals must be submitted on a proposal form provided by the City of Lodi under sealed cover and identified as "Proposal - Concession Operations", and received by the City of Lodi, City Hall Annex, 212 West Pine Street, Lodi, CA 95240 (P.O. Box 3006, Lodi, CA 95241-1910) no later than

11:00 a.m. Wednesday, March 21, 2001.

At that time, in the Public Works Conference Room, City Hall 221 West Pine Street, Lodi, proposals will be publicly opened. The City of Lodi reserves the right to reject any or all proposals, to waive any informality in any proposal, to accept other than the highest proposal, or not to award on the basis of proposals received.

The successful vendor will have the sole and exclusive right and license, except for certain special events as described in the attached Agreement, to vend food, beverages, picnic supplies, and souvenirs at food cart concessions at Lodi Lake Park, 1301 W. Turner Road, Lodi, for periods between May 1 and September 30, during the years 2001 through 2003. At the City's discretion, according to the decision of the City Manager and staff, a two year extension of this agreement may be considered, based upon performance by Concessionaire during the initial period of this agreement.

PROPOSAL FORM

To: The Lodi City Council, Lodi, California

c/o Purchasing Officer

If delivered by mail:

P O Box 3006

Lodi CA 95241-1910

If delivered by UPS, FedEx, or courier

212 West Pine Street

Lodi CA 95240

From: _____
(N a m e o f V e n d o r)

The undersigned declares to have carefully examined the Notice Inviting Proposals, the Agreement attached hereto, and these instructions for submitting this proposal for the conduct and operation of food cart concessions at Lodi Lake Park, and agrees to be fully informed regarding all of the conditions affecting the performance under the terms of these instructions and documents, and that the information was secured by personal investigation and research and not from any estimate of any City employee or agent, and that no claim will be made against the City by any reason of estimates or representations of any officer or agent of the City; and proposes and agrees if the proposal be accepted, to perform the duties of the operation of said concessions in strict compliance with San Joaquin County Health Department standards and requirements for concession operations, and according to the Agreement attached hereto.

The undersigned hereby proposes to pay the City of Lodi the amount of

_____ %

of the gross sales from concession operations after sales taxes for the privilege of furnishing concession services at Lodi Lake Park from May 1, 2001 through September 30, 2003, in accordance with the attached specifications and Agreement.

The vendor hereby submitting this proposal shall also attach to this proposal a written or typewritten statement which shall include information as to:

- Experience, background, and reliability in performing and providing a successful concession operation; Financial condition and bondability;
- List of foods, beverages, and other items and services proposed to offer in concession operations at Lodi Lake Park;
- A list of at least three references indicating successful operation of a concession during the past five years.

In submitting this proposal as herein described, vendor agrees to have carefully examined the specifications and provisions of this proposal form and understands the meaning, intent, and requirements of same;

That, if awarded the contract, vendor will enter into a written contract and furnish the services in the time specified in strict conformity with the specifications and conditions contained therein for the price quoted by the vendor on this proposal;

And that this proposal is genuine, and submitted in good faith, without collusion or fraud, and that the only persons or firms interested in this proposal as principal or principals are named herein, and that this proposal is made without connection with any other person, partnership, or corporation making a proposal.

This proposal may be withdrawn by the written request of an authorized representative of the undersigned at any time prior to the deadline for submitting proposals.

Business Name: _____

Address: _____

Telephone: _____

Type of Business: (Individual, Partnership, Corp.) _____

Name of Authorized Representative: _____

Signature: _____

Title: _____

Date: _____

AGREEMENT

CITY OF LODI

DEPARTMENT OF PARKS AND RECREATION

Concession Operations at

Lodi Lake Park

THIS AGREEMENT, made and entered into this _____ day of _____, 2001
by and between the CITY OF LODI ("City"), and _____
_____ ("Concessionaire").

WITNESSETH:

Concessionaire agrees to operate food cart concessions at Lodi Lake Park in strict compliance with San Joaquin County Health Department standards and requirements for concession operations, and under the following terms and conditions:

Area to be Serviced:

Lodi Lake Park, 1301 West Turner Road, Lodi, CA

City does hereby grant to Concessionaire the sole and exclusive right/license to vend food, drinks, picnic supplies, souvenirs, and other concession items as approved by the City of Lodi, from food carts at Lodi Lake Park at the above-described address, beginning May 1, 2001 and ending September 30, 2003.

The City of Lodi reserves the right to waive exclusive license during the following annual events, and permit the operation of additional concession activities by the following organizations:

Annual Boat Races
Fourth of July Celebration/Festival
Major Special Events
All Private Facility Rentals

The City will provide:

1. Garbage receptacles. However, Concessionaire will be responsible for removing, at Concessionaire's own cost and expense, all large boxes, storage containers, and/or packaging materials which may accumulate from equipment or food storage packaging;
2. Maintenance of the general property, unless abuse and lack of general care is apparent, at which time the cost and expenditures for repairs and maintenance shall be borne by the Concessionaire.

CONCESSION OPERATION CONDITIONS:

1. The length of the contract shall be from May 1, 2001, and ending at midnight on September 30, 2003.
2. Concessionaire agrees to maintain in full force during the term hereof, a policy of general liability insurance which contains an Additional Named Insured Endorsement naming the City of Lodi as an Additional Insured, and under which the insurer agrees to indemnify and hold the City of Lodi harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal or bodily injuries, including death, sustained in accidents occurring in or about the demised

premises; where such accident, damage, or injury, including death, results or is claimed to have resulted, from any act or omission on the part of Concessionaire or Concessionaire's agents or employees in the implementation of this Agreement. The minimum limits of such insurance shall be \$1,000,000 general aggregate. In addition to the Additionally Named Insured Endorsement on Concessionaire's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said bodily injury and property damage insurance containing the above-stated required endorsement shall be delivered to the Risk Manager after the issuance of said policy, with satisfactory evidence that each carrier is required to give the City of Lodi at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this Agreement. The insurance certificate must state on its face or as an endorsement, the name of the Concession that it is insuring. If there has been no such delivery within forty-eight (48) hours prior to the commencement of this Agreement, this Agreement shall be null and void. All requirements herein provided shall appear either in the body of the insurance policy or as endorsements and shall specifically bind the insurance carrier. This paragraph and all other provisions of this Agreement shall apply and be construed as applying to any subtenant of Concessionaire, in the event any such subtenant is allowed under the provisions of paragraph 13 of this agreement.

Notwithstanding other provisions contained in this Agreement, the City Manager is granted the right to immediately terminate the Agreement upon failure on the part of the Concessionaire to keep in full force and effect during the entire term of the agreement, the insurance as set forth in this section.

3. Concessionaire shall, prior to opening for business each year of said Agreement, furnish a "Products and Price Schedule" and shall follow the products and price schedule as negotiated between the City Manager or his representative and Concessionaire.
4. Concessionaire shall provide all equipment and products to operate said concessions.
5. Concessionaire shall pay ____% of gross receipts after taxes to the City of Lodi, which payments shall be due on the tenth (10th) calendar day of every month for sales of the previous month. If said percentage has not been paid by the due dates, there shall be a penalty of five percent (5%) per day for any amounts not paid, and owing to the City. The Concessionaire shall keep accurate records and books of accounts of all purchases and sales, and does hereby give to the City or its authorized agents, the right to examine and audit said books at any time City desires. The Concessionaire shall complete monthly records on forms provided by the City, and these reports shall accompany gross receipts payments, provided to the City by the tenth (10th) calendar day of each month while concessions are in operation.
6. The dates and times of operation shall be as follows:
 - A. Concessionaire shall operate from May 1 to September 30 each year, on weekends between May 1 and Memorial Day, daily from Memorial Day through Labor Day, and on weekends between Labor Day and September 30. Days of operation may be negotiable to realize optimum operating efficiencies and profitability while meeting the needs of park guests.
 - B. The hours of operation of the Concession shall be from 11:00 a.m. to 6:00 p.m. each day of operation, unless extended hours are mutually agreed to by City and Concessionaire.

7. Concessionaire agrees to obtain at his/her own expense, any and all permits and licenses which may be required by law or ordinance in conducting the concessions, and to pay any and all taxes which may be assessed against him or her for whatever purposes in the operation of said concessions.
8. Maintenance:

Concessionaire shall keep the food carts and the immediate surrounding areas in clean and presentable condition at all times and follow the strictest of sanitary conditions, and any State and local ordinances applicable to the business to be conducted. Concessionaire shall be responsible for daily removal from the premises all packaging materials (cartons, boxes, cases) in which food and beverage items are packed. Concessionaire shall be responsible to give the City written notice of any maintenance problems.
9. The rights granted hereunder for concession sales at the identified park, shall be exclusive to Concessionaire, save and except any special events (e.g. boat races, Fourth of July events), conducted outside the normal course of operation of the above described facility, and of which the City Manager shall give concessionaire five (5) days advance notice.
10. Concessionaire is aware that a Possessory Interest Tax is or may be charged each year by the County Assessor for the use of the facilities and that payment of this tax is the responsibility of the vendor.
11. The Parks and Recreation Director reserves the right to approve or disapprove any employee or operator of said concession stand on a basis of such considerations as dress, general cleanliness, and working relationship with the public and staff, as needed to successfully vend food for day-to-day operations, tournaments or special events or activities. (The City will counsel and coordinate this action with Concessionaire manager).

All concession employees will be dressed in like uniforms, white or other light color as approved by the Parks and Recreation Director, and be identified, by name, as employees of Concessionaire. All concession employees shall wear appropriate head attire to meet San Joaquin County Health Department requirements, and shall be clean at all times.

12. The City reserves the right to enter upon the premises at any reasonable time to inspect the operation and equipment thereon, or for any other purpose.
13. Concessionaire shall not have the right to sell, mortgage, assign or sublet the contract/agreement or any part thereof without the prior written consent of the City Manager or his representative. A breach of this condition shall automatically terminate any contract or agreement between City and Concessionaire. (In the event that Concessionaire is unable to provide required concession products and/or services for special events, the City shall have the right to secure said services and/or food and beverage products, and to negotiate any and all agreements or contracts to provide said services and/or food and beverage products for sale to the public, and all proceeds therefrom shall be forfeited to the City. Said original Concessionaire shall have first right of refusal to participate in said negotiations.)
14. The agreement/contract may be terminated by written agreement of either party hereto without cause upon thirty (30) days' written notice to the other party. Such notice shall be delivered to the City Manager's office, City Hall, 221 West Pine Street, Lodi, or to the Concessionaire at a premises which is subject to this agreement.
15. Concessionaire shall be required to provide to the City upon the signing of this agreement a Performance Bond in the amount of \$1,000.

16. If Concessionaire defaults in any of the terms contained herein, the Concessionaire's agreement to provide service as specified herein shall terminate upon failure of Concessionaire to correct the default within thirty (30) days of receiving written notice thereof from the City. Upon any termination thereof, Concessionaire agrees to quit and surrender possession peaceably and City shall have the right to remove Concessionaire and all others occupying through or under this agreement. Under such termination of agreement the Concessionaire's performance bond shall be forfeited to the City for payment of all outstanding debts owed by Concessionaire to the City, including monthly payment(s) and any and all reimbursements for repairs or replacement of the facilities.
17. In the event that either party brings an action under this Agreement for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs, whether or not such action is prosecuted to judgment.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first herein above written.

CONCESSION OPERATIONS

LODI LAKE PARK

CITY OF LODI, a municipal
corporation

CONCESSIONAIRE,

By _____
H. DIXON FLYNN
City Manager

By _____

ATTEST:

SUSAN BLACKSTON
City Clerk

Approved as to Form:

RANDALL A. HAYS
City Attorney